

REMARKS

In his Final Action, the Examiner has indicated that Claims 18, 20, and 27-31 would be allowable if rewritten in independent form. Claim 1 has been amended to add the limitations of objected to Claim 29 so that Claim 1 as currently amended is Claim 29 in independent form. Thus, Claim 1 and claims dependent thereon should be allowable. The Examiner has also indicated that Claims 5, 9, 10-12, 15, and 21-23 are allowed. Claims 8, 30, and 31 have been amended to change dependency.

In the Final Rejection, the Examiner has rejected Claim 25 in his rejections of Claims 1, 6, 7, 16, 17, 19, 24-26 under 35 USC 103(a) as unpatentable over Nissen in view of Gordon. The Examiner argues that Nissen shows the trampoline device of the rejected claims absent the teaching of the flexible material substantially entirely surrounding the periphery of the individual play areas. The Examiner then cites Gordon as teaching flexible material completely surrounding a play area. As indicated above, Claim 1 has now been amended to include the limitations of Claim 29 which has been indicated by the Examiner would make Claim 1 allowable (Claim 29 written in independent form). Independent Claim 24 has been cancelled. Therefore, this rejection now applies to and will be argued in regard to independent Claim 25 and claims dependent on Claim 25. Claim 25 has been amended to correct an antecedent problem (the word “the” prior to “at least two flexible material units” has been removed and the words “of the” have been added before “flexible material units” since “at least two flexible material units” had not previously been referred to but “flexible material units” had been previously referred to). The further amendment of Claim 25 is discussed below.

The Examiner does not apply the cited Nissen and Gordon prior art specifically to Claim 25 other than the general rejection on the ground that Nissen shows the trampoline device of the rejected claims absent the teaching of the flexible material substantially entirely surrounding the periphery of the individual play areas and that Gordon teaches flexible material completely surrounding a play area. The

Examiner does not address the requirement in Claim 25 that each individual play area is formed by an individual preassembled flexible material unit configured so that the flexible material substantially surrounds the entire periphery of an individual play area, and that the mounting frame supports at least two flexible material units to form the individual play areas. Figs. 5 and 10 show these individual preassembled flexible material units, and Figs. 1, 6, 7, 8, 9, 13, and 15 show these individual preassembled flexible material units installed and supported by the mounting frame to form the individual play areas. None of the Gordon Patent Nos. 4,433,838; 4,569,515; or 7,037,220 show individual preassembled flexible material units forming separate play areas. For example, Figs. 6 and 7 in Gordon Patent No. 4,433,838, and Figs. 6, 7, and 10 in Gordon Patent No. 4,569,515 show the individual play areas formed together from various pieces of net material. There is no suggestion that the areas could be formed individually by separate individual preassembled flexible material units. It has been found that with the individual preassembled flexible material units, the assembly of the apparatus is easier, and also that the individual units can be sent back for repair or replacement, if needed, rather than having to take down and send back all of the netting material if repair is needed. This has been found to be an advantage and improvement over the construction used in the apparatus of Patent Nos. 4,433,838 and 4,569,515. The provision of these individual preassembled flexible material units to form the individual play areas is not shown or suggested by the cited prior art. Therefore, it is submitted that Claim 25 is not obvious and should be allowable. The claims dependent on Claim 25 should also be allowable.

Having not yet received an Advisory Action in response to the Amendment filed after Final dated November 16, 2007, on February 27, 2008, applicant's attorney, undersigned, telephoned Examiner Donnelly to check on the status of the application. Applicant and his attorney appreciate Examiner Donnelly conducting an interview with applicant's attorney to determine the status of the application. Examiner Donnelly had not yet seen or acted upon the Amendment filed After Final so

looked at the file during the telephone interview. In discussing Claim 25, Examiner Donnelly pointed to the phrase “the flexible material substantially surrounds the entire periphery of an individual play area” and was of the position that the word “substantially” was indefinite and left open how much of the play area was surrounded. Does “substantially surround” mean that the flexible material extends around only one quarter of the periphery or only one half of the periphery? If so, then the prior art, such as Nissen, would show “substantially surrounding” the periphery although such material only extends around one quarter or one half of the periphery. Further, such flexible material was also provided in preassembled flexible material units, presumably, for example, the play area end unit in Nissen, which extends only across one end of the play area, about one quarter of the periphery of the play area. Therefore, Examiner Donnelly was of the position that Claim 25 was still not allowable.

Claim 25 has now been amended to add the word “entirely” before “substantially” and to delete the word “entire” before “periphery”. Thus, Claim 25 now uses the same language as Claim 1 in requiring that “the flexible material substantially entirely surrounds the periphery of an individual play area” rather than that “the flexible material substantially surrounds the entire periphery of an individual play area”. Applicant believes that the meaning of the two phrases is the same. However, in the Final Action in describing the Nissen patent, the Examiner says that “Nissen discloses the device of claims 1, 6, 7, 16-19, 24 and 25 substantially as claimed, absent the teaching of the device including a flexible material substantially entirely surrounding the periphery of the individual play areas.” While this statement was made in regard to Claim 25 as well as Claim 1, the Examiner specifically uses the language of Claim 1 that Nissen is “absent the teaching of the device including a flexible material substantially entirely surrounding the periphery of the individual play areas”. Now, Claim 25 has been amended to use this same phraseology. Therefore, it should carry over to Claim 25 that Nissen is “absent the teaching of the device including a flexible material substantially entirely surrounding the periphery of the individual play areas”. Therefore, the play areas of Nissen are not shown as

substantially entirely surrounding the play area. While Nissen might be interpreted to show individual preassembled flexible material units in the form of the individual end units and the individual center unit, Nissen does not show or suggest that these units are "substantially entirely surrounding the periphery of the individual play areas". Nothing in the cited art shows or suggests "each individual play area being formed by an individual preassembled flexible material unit configured so that the flexible material substantially entirely surrounds the periphery of an individual play area" as recited in Claim 25. Therefore, Claim 25 should be allowable.

Applicant has added New Claims 32-34, which are Claims 6, 16, and 18 made dependent on Claim 25. New Claim 35 includes an opening through which a player may enter the play area. New Claim 37 provides that each individual play area is formed by a single individual preassembled flexible material unit.

Three dependent claims have been cancelled and five dependent claims added for a total of two additional claims. A check for \$50.00 for two additional claims over twenty is enclosed. Please charge additional fees due, or deposit any overpayments, to Deposit Account No. 20-0100 of the undersigned.

Dated this 26th day of March, 2008.

Respectfully submitted,



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